

NEGOTIATED AGREEMENT

Between

**THE BOARD OF EDUCATION
OXFORD, NEW JERSEY**

- and -

THE OXFORD EDUCATION ASSOCIATION

For the Period

July 1, 2008 — June 30, 2011



Al Pierro, Board President



Laura DiRenzo, Association President

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Article I - Recognition

The Oxford Township Board of Education hereafter referred to as "the Board", hereby recognizes the Oxford Education Association, Inc., hereafter referred to as "the Association", as the exclusive and sole representative for the collective negotiations concerning grievances and terms and conditions of employment for certified teachers, LDTC, social worker, speech, psychologist and nurses employed by the Board whether under contract or on leave. All others are excluded.

Article II - Negotiation of Successor Agreement

- A. The parties agree to enter into collective negotiations of successor agreements in accordance with Chapter 123, Public Laws of 1975, in a good-faith effort to reach an agreement on all matters concerning the terms and conditions of certified teachers and nurses employment. Any agreement so negotiated shall be reduced to writing, signed by the Board and the Association, and be adopted by the Board, and apply only to members of the Bargaining Unit. The full Board retains the right to ratify or reject any agreements reached during negotiations.
- B. Both parties agree that the following guidelines are to govern the conduct of negotiations for the successor agreement to this contract:
1. Any meetings of the Board and Association teams shall commence and end at times mutually agreed upon by both parties.
 2. Any release of information about negotiations to the public and/or media representatives shall be limited to joint releases mutually agreed to, up to and through formal statutory impasse proceedings. The parties must honor this commitment unless P.E.R.C. finds either side guilty of bargaining in bad faith.
 3. Any item of tentative agreement shall be reduced to writing, dated and initialed by a representative of each party. It is clearly understood that any item reduced to writing, initialed and dated, represents a tentative agreement pending final agreement on all items.
 4. Confidentiality shall be maintained between negotiations committees and constituents regarding negotiated items unless disclosure is mutually agreed to.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.



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Article III - Grievance Procedure

A. Definition

A "grievance" is a claim based upon the event or condition which affects the welfare and/or terms and conditions of employment of an employee and/or the interpretation, meaning, application or alleged violation of this agreement, board policies or administrative decisions affecting employee's terms and/or conditions of employment.

B. Purpose

1. The purpose of this grievance procedure is to secure, at the lowest level, possible solutions to the problems which may from time to time arise affecting the welfare and/or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed to limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms and conditions of this agreement and the Association has been given the opportunity to be present at such adjustment and to state its view.

C. Procedure

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
2. In the event that a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement of the Board and Association so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.



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3. Level One

A teacher with a grievance, or his association representative, shall first provide, in writing, to the Chief School Administrator the nature of the grievance, followed by a discussion with the Chief School Administrator within thirty (30) calendar days of the alleged violation with the objective of resolving the matter informally. During the meeting, the grieved party shall state the following:

- the date of the action or decision is giving rise to the grievance;
- the date the grievance is filed;
- the nature of the action or decision is giving rise to the grievance;
- the specific contract provision(s), board policy(ies), or practice(s) allegedly violated;
- the remedy sought.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, within five (5) school days he may file the grievance, in writing, with the Association president, who will then discuss the matter with the Chief School Administrator within ten (10) school days after the completion of Level One of the grievance procedure.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, within ten (10) school days after the Association president has brought the matter to the attention of the Chief School Administrator, the Association president shall notify the Board president and the Chief School Administrator that a meeting between the aggrieved person, two representatives of the aggrieved person, two representatives of the Board and the Chief School Administrator shall be scheduled. This meeting shall take place within ten (10) days of written notification.

6. Level Four

- a. If the aggrieved party is not satisfied with the disposition of his grievance at Level Three or if no decision is reached within ten (10) school days after meeting at Level Three, he may request, in writing, that the Association submit its grievance to arbitration.



- b. Within ten (10) school days after such written notice of submission to arbitration, the Association shall request a list of arbitrators from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of (P.E.R.C.).
 - c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on both parties.
7. The arbitrator shall be limited to the issues submitted in accordance with Article III, Section A, and shall consider nothing else. The arbitrator can neither add nor subtract anything from the agreement between the parties.
 8. The cost of the arbitrator shall be shared equally by the Board and the Association.

D. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in personnel file of any of the participants.
2. All meetings and hearings under this provision shall not be conducted in public, and shall include only such parties in interest and their designated representatives heretofore referred to in this article.

Article IV - Employee Rights

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1975, the Board hereby agrees that every employee of the Board shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for their mutual aid and protection. As a duly selected body, exercising governmental powers under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the employment of any rights conferred by Chapter 123, Public Laws of 1975, or any other laws of New Jersey or the Constitution of New Jersey or the United States. That it shall not discriminate against any employee by reason of his membership in the Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.



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B. Just Cause Provision

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure therein set forth.

C. Required Meetings and Hearings

Whenever any teacher is required to formally appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position of employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have representative(s) of the Association present to advise him and represent him during such a meeting or interview. Any suspension of a teacher pending charges, as defined in 18A:6-8.3, shall be without pay and, if the teacher is cleared of the charges, it shall be with back pay.

Article V - Lunch Periods

Teachers shall have a duty free lunch of at least thirty (30) minutes in length every day which lunch is served, except on days when both teachers and students are dismissed early.

Article VI - Salaries

A. Salary Schedule

1. The salary of each teacher covered by this agreement, representing an average increase of \$2,142.41, per teacher, inclusive of increment and off-guide movement, is set forth in Schedule A for 2008-2009, is attached hereto and made a part thereof. (4.25%)

Part time teachers will receive a pro-rata increase. Part time is defined as any employee working less than thirty (30) hours per week. Those employees working more than twenty-five (25) but less than thirty hours and hired before September 1, 2001 are considered full time.

2. The salary of each teacher covered by this agreement, representing an average increase of \$2,233.46, per teacher, inclusive of increment and off-guide movement, is set forth in Schedule B for 2009-2010, is attached hereto and made a part thereof. (4.25%)



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Part time teachers will receive a pro-rata increase. Part time is defined as any employee working less than thirty (30) hours per week. Those employees working more than twenty-five (25) but less than thirty hours and hired before September 1, 2001 are considered full time.

3. The salary of each teacher covered by this agreement representing an average increase of \$2,191.42 per teacher, inclusive of increment and off-guide movement, is set forth in Schedule C for 2010-2011, is attached hereto and made a part thereof. (4.00%)

Part time teachers will receive a pro-rata increase. Part time is defined as any employee working less than thirty (30) hours per week. Those employees working more than twenty-five (25) but less than thirty hours and hired before September 1, 2001 are considered full time.

4. It is agreed that the longevity payments be as follows:

For 17 to 18 years of service \$500.00 is added to the employee's base salary;

For 19 to 24 years of service \$1000.00 is added to the employee's base salary;

For 25 and subsequent years of service \$1500.00 is added to the employee's base salary;

Longevity shall be applicable to years of service within the Oxford Township School District, and only employees who were hired prior to July 1, 1994, are entitled to the longevity payment as long as they are under continued employment. **The longevity payments for these three contract years shall be cumulative.**

B. Method of Payment

1. Each teacher employed on a ten-month basis shall be paid in twenty equal semi-monthly installments.
2. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.

C. Direct Deposit

1. The Board agrees to provide direct deposit of an employee's check to the bank of their choice if so desired.
2. The Board agrees to administer employee payroll deduction requests through the Tri-Co Federal Credit Union in Morristown, NJ (A-305).



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D. Tax Sheltered Retirement Program Participation

The Board agrees to administer employee payroll deduction requests for a tax sheltered retirement income program under Section 403(b) of the Employment Retirement Income Security Act of 1974 (ERISA).

E. Withholding Increments

It is understood that the Board may withhold increments in accordance with N.J.S.A. 18A:29-14. In the event the Chief School Administrator proposes to recommend to the Board that an increment should not be awarded, he/she, at least ten (10) days prior to the date his recommendation will be considered by the Board, give notice of such recommendation to the teacher and to the local association. The teacher affected shall be afforded the opportunity to appear before the Board, in person or by counsel, and speak in his/her own behalf before the Board acts on such recommendation.

F. Extra-Curricular Activities/Coaching Payment

1. The Board and Association agree that for the 2008-09, 2009-10 and 2010-11 school years, the Board will provide \$2,700 for each of the three fiscal years for payment for coaching activities performed by teachers. Coaches shall receive \$900.00 each for up to three positions for each of the three years of the agreement.
2. The Board and Association agree that for each of the years covered by this agreement, the Board will provide \$6,200.00 for extra-curricular activities, to be distributed as follows:

7 th Grade Advisor	\$ 750.00
8 th Grade Advisor	\$ 800.00
Yearbook Advisor	\$1,380.00
K-Kids Advisor	\$ 550.00
Art Show/Youth Art Month	\$ 500.00
Music Concert	\$ 220.00
CSA Discretion	\$2,000.00

Article VII - Teacher Evaluation

A. Non-Tenured Personnel

1. The evaluation of non-tenured teachers shall be in accordance with N.J.S.A. 18A:27-3.1 and N.J.A.C. 6:3-4.1 et al. as stated in Board Policy entitled "Evaluation of Staff," as adopted by the Board on June 20, 1979. This Board Policy shall be considered a continuing policy for the duration of this agreement.



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2. Evaluation of non-tenured teachers – the final evaluation shall be made by the individual responsible for classroom visitation, written report and conference.

B. Tenured Personnel

1. Review of the performance of the teaching staff member shall be based upon the job description.
2. Frequency
 - a. Teachers shall be observed through classroom visitation by a certified supervisor at least one (1) time in each school year. Each observation shall consist of at least one full period, or complete daily lesson. This will be followed, in each instance, by a written evaluation report and a conference between the teacher and that supervisor.
 - b. One evaluation will consist of a pre-conference followed by the in-class observation.
 - c. Each observation shall be followed by a conference. No subsequent observation can occur prior to that conference.
3. Open Evaluation - All monitoring or observation of work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
4. Evaluation by Certified Supervisors — Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.
5. Copies of the Evaluation — A teacher shall be given a copy of any class visit evaluation report prepared by his or her evaluator at least one (1) day before any conference to discuss it. No such report shall be placed in a teacher's file or otherwise acted upon without the prior conference with the teacher. No teacher is required, however, to sign a blank or incomplete evaluation form. The teacher's signature shall not represent acceptance of the report, but shall constitute an acknowledgment that he or she has read its contents.
6. The evaluation conference shall occur within ten (10) school days of the observation depending upon the availability of the parties.
7. Indicators of Pupil Progress — A review of available indicators of pupil progress and growth toward program objectives will be included in the evaluation.



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8. Reports

- a. Evaluation reports shall be presented to each teacher in accordance with the following procedure:
- 1) Such reports shall be issued in the name of the evaluator. The evaluator is the person who observed the teaching performance as required in Section B of this article.
 - 2) Such reports shall be addressed to the teacher.
 - 3) Such reports shall include a narrative statement and shall include, when pertinent:
 - a) Strengths of the teacher as evidenced during the period since the last report.
 - b) Areas of improvement needed by the teacher as evidenced during the period since the previous report. If these areas of improvement are not repeated in subsequent reports, said areas shall be considered remedied.
 - c) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- b. A written review of the teaching staff member's progress toward the objectives of his/her Professional Improvement Plan (PIP) shall be developed at the annual evaluation.

Article VIII - Sick Leave

A. Accumulation

All teachers shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Notification

Teachers shall be given an accounting of their accumulated sick leave days no later than September 30th of each school year.



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C. Upon retirement the Board agrees to reimburse unused sick leave days at a rate of seventy-five dollars (\$75.00) per day with a cap of \$8,000.00 and shall be payable within thirty (30) days of the date of retirement. Notice of the intent to retire must be received by the Board prior to March 1st of that year for payment to be received at the beginning of the next fiscal year, with the teacher having the option to defer payment further.

D. Sick Day Bank

The Board and the Association shall form a committee, within 60 days of the ratification of this agreement, for the purpose of considering the creation of a sick-day bank and the terms and conditions of its use.

Article IX - Temporary Leaves of Absence

During the period of this contract, staff members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

A. Personal

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during the school day. Notice to the administrator for personal leave shall be made at least two (2) work days before taking such leave.

2. If a staff member is involved in an emergency, he/she need not request personal leave two (2) work days in advance, but will arrange for a substitute immediately. The staff member will notify the administrator as soon as possible on the day the staff member must be absent, and will inform the administrator of the nature of the emergency. For the purposes of this provision, an emergency will be a legal matter, a serious illness or death in the staff member's family.

3. Unused – Personal Days

At the end of each school year, unused personal days will be rolled over into cumulative sick days.

B. Professional

One (1) day per school year for the purpose of visiting other schools or attending in-service seminars, at the discretion of the Chief School Administrator. A brief written report shall be submitted to the Chief School Administrator within four (4) working days.



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C. Death

Up to five (5) days, at one time, in the event of death of the staff member's spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and up to three (3) days for grandparents.

D.

All staff members covered under this contract will be entitled to two (2) family illness day effective on the first day of the school year. The family illness day is only to be used after all personal days have been exhausted and apply to immediate family members (spouse, mother, father, child or other relative that permanently resides in the employee's domicile). Unused family illness days are not cumulative and may not carry over to the subsequent school year or subject to reimbursement of any kind.

Article X - Extended Leave

A. Maternity/Paternity Leave

1. Maternity and Paternity leaves are available to all tenured employees upon the birth or adoption of a child (less than 5 years of age). The leave shall be requested at least sixty (60) days in advance of the requested commencement date and shall commence on a date agreed to by the tenured staff member and the Board of Education. The alteration of the dates of said leave is subject to change only by the Board of Education after consideration of any recommended changes by the tenured staff member's treating physician, in the case of adoption, or any unforeseen circumstances by the member.
2. A tenured staff member granted maternity/paternity leave (exclusive of childbirth as outlined in the FMLA or NJFLMA), without pay, according to this section, must return to work no later than the start of the school year following the first birthday of the child, or when agreed to by the tenured staff member and the Board of Education, prior to the commencement of such leave. However, no unpaid leave may be extended beyond 19 months, absent prior approval by the Board of Education, which may be granted or withheld in the Board's sole discretion. An early return to work may also be requested by petitioning the Board of Education, but may be granted or denied in the Board's sole discretion. However, in cases of hardship or unforeseen change in the member's circumstances, the member shall be allowed to return to work upon request, within 21 days.
3. Tenured staff members may also be granted an unpaid leave of absence for an additional one-year (1) period upon written request and approval by the Board of Education for the same reasons set



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forth in Section A 1 of this article. The request may be granted or denied in the Board's sole discretion.

4. Non-tenured staff members are not automatically entitled to unpaid maternity/paternity leave and must request such leave from the Board of Education, which shall retain sole discretion on whether or not such leave shall be granted.
5. Any leave taken pursuant to Section A of this article shall be deemed to run concurrently with any disability leave rights or State of Federal family or medically leave rights available to the employee.
6. The staff member shall specify, in writing, the dates on which he/she seeks to commence his/her unpaid leave as well as the anticipated birth date or adoption date of the child.
7. No staff member shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return.
8. The Board shall not remove any staff member from her duties during pregnancy unless the teacher cannot produce a certificate from her physician stating that she is medically able to continue teaching.
9. Any staff member may work up until the staff member's physician deems it necessary for her to discontinue her regular duties.
10. Any staff member on maternity/paternity leave pursuant to this policy must confirm with the Board of Education his/her intent to return to work on the pre-agreed date, but no less than sixty (60) days prior to the anticipated return.

B. Sabbatical

1. The Board agrees to provide professional staff members with the opportunity of up to one (1) year sabbatical for the purpose of participation in a matriculated education program which will benefit the Oxford Township School District, subject to Board approval.
2. The sabbatical will be at 50% salary for the time of the sabbatical. During this time 50% of the medical benefits will be borne by the Board and 50% by the staff member. The Board will be responsible for administration of all medical packages.
3. A professional staff member wishing to participate in a sabbatical program will have been employed by the Oxford Township Board of Education for a period of not less than seven (7) years, and will



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have requested such leave, in writing, by December 15th of the preceding year. Said staff member will be required to sign an "intent of employment: for a period of time three times the period of the sabbatical.

4. The sabbatical may not be taken in combination with any other district leave of absence, i.e., Extended Illness, Maternity.
5. Failure to return to the employ of the Oxford Township Board of Education will result in reimbursement of 100% of salary paid during the sabbatical. Failure to remain in the employ of the Oxford Township Board of Education for the full three times the length of the sabbatical will result in a pro-rated reimbursement of the salary paid.
6. Reimbursement of salary does not apply if discontinued employment is by reason of the Board of Education.
7. Sabbatical leave is limited to one professional staff member at any one time.
8. A staff member on sabbatical leave will be required to supply transcripts of course work to the Chief School Administrator.
9. During a sabbatical period, the sick leave policy shall not apply.
10. All conditions of Article XII - Continuing Education - are in effect during a sabbatical leave.

Article XI - Insurance Protection

- A. The Board shall provide health care insurance protection for all full-time staff members (.50 FTE or more). The Board shall pay premiums for the appropriate insurance plan as follows:

Non-tenured employees – single plan
Tenured employees – up to full family plan

For the 2008-09 school year, the doctor visit co-payment shall be \$10.00 in the Horizon BC BS Direct Access Plan.

Effective July 1, 2009 through June 30, 2011 the doctor visit co-payment shall be \$15.00 in the Horizon BC BS Direct Access Plan. In addition, the Board and the Association agree to an increase in the Out-of-Network deductible, for this period as follows:

Single - \$200.00
Family - \$400.00

Effective as soon as possible after ratification, all employees shall be enrolled in the Direct Access Plan. The Board agrees to pay "Traditional



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Employee A” and “Traditional Employee B” each a one-time payout of \$2,250.00 if this agreement is ratified by the OEA on or before January 31, 2009. If this deadline is not met, barring any circumstances beyond the OEA’s control, the one-time payout reduces to \$1,500.00 if this agreement is ratified by the OEA on or before June 30, 2009. If this agreement is not ratified by June 30, 2009, there will be no payout.

- B. For each staff member who remains in the employ of the Board for the full school year, the Board shall make payment of insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. Insurance will be canceled upon termination of employment except as mandated through legislation (COBRA).
- C. Provisions for the health care insurance program shall be detailed in the Master Policy.
- D. The insuring agency shall be the State Plan of New Jersey Blue Cross and Blue Shield or any other agency providing equivalent coverage.
- E. The Board shall provide each employee with a description of the health care insurance program coverage provided under this article, which shall include a clear description of conditions and limitations of coverage.
- F. The Board shall pay employee and dependent(s) premiums, for each eligible employee, toward Program II-A Co-Payment without deductible of the Blue Cross/Blue Shield Dental Plan of New Jersey.
- G. Employees may “opt-out” of any or all medical and/or dental coverage and receive the following compensation in lieu of insurance coverage:

	Medical	Dental
Single	\$ 2,400.00	\$ 160.00
Husband/Wife	\$ 3,680.00	\$ 255.00
Parent/Child(ren)	\$ 3,200.00	\$ 255.00
Family	\$ 4,320.00	\$ 411.00

Employees electing to opt-out of the medical plan, must provide satisfactory proof of other medical coverage to the Board of Education prior to opting out. Payments will be made in two (2) equal installments in January and June. These payments will be for each full year the employee waives coverage. Any employee who waives coverage and subsequently experiences a life changing event that directly impacts their decision to waive coverage may resume coverage, returning a pro-rated portion of the payments received to the District.



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Article XII - Fair Dismissal Procedure

A. Date

1. By May 15th the Board shall give each non-tenured staff member either:
 - a. A written notice for a contract of employment for the next succeeding year, which has at least the same conditions and terms of employment; or
 - b. A written notice that such employment shall not be offered.
2. If the staff member desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before May 30th. In default of such notice, the Board shall not be required to continue the employment of the staff member.

B. Statement of Reasons

1. A non-tenured staff member, receiving notice that a teaching contract for the succeeding school year will not be offered, may, within fifteen (15) working days thereafter, request, in writing, a statement of the reasons for such non-employment.
2. The Board shall, within thirty (30) calendar days after the receipt of such request, provide reasons for non-employment.

C. Hearing

1. Any non-tenured staff member, who has received notice of non-employment and a statement of reasons, shall be entitled to an informal appearance before the Board, provided a written request for an informal hearing is presented to the Board. A written request must be submitted to the Board Secretary within ten (10) calendar days after the receipt by the teacher of the statement of reasons as outlined in N.J.A.C. 6:3-4.2a.
2. The Board shall then arrange for an informal appearance within thirty (30) calendar days of the written request for an informal appearance.

D. Board Determination

The Board shall issue its written determination as to the employment or non-employment of said non-tenured staff member for the next succeeding school year within three (3) working days after the completion of the hearing. The Board's decision may be appealed solely to the Commissioner of Education.



- E. If, as a consequence of the hearing, the Board decides to offer employment, the staff member shall notify the Board, in writing, of his/her intention within ten (10) working days of the Board's written notification.

Article XIII - Continuing Education

- A. The Board agrees to pay for up to twelve credits per year per staff member of acceptable graduate level course work undertaken by its employees, up to the credit rate of that charged by Rutgers - The State University, or the total registration and tuition, whichever is less, if the letter grade of "B" or higher is earned in these courses.

- B. Acceptable Course Work

Any graduate course, first being approved by the Chief School Administrator, for professional improvement of teaching, will be accepted for advancement on the salary guide.

- C. Tuition reimbursement will be capped as follows:

2008 – 2009	\$ 13,000.00
2009 – 2010	\$ 14,000.00
2010 – 2011	\$ 15,000.00

Only tenured staff members are eligible for tuition reimbursement.

- D. Any staff member who receives tuition reimbursement will be required to remain in the employ of the District for the school year following the school year in which the employee receives the reimbursement or the staff member will reimburse the District the full amount of the reimbursement. This requirement will be waived in the event a hardship requires the staff member to leave the District prior to fulfilling this obligation due to circumstance beyond their control. For example, a staff member will receive this hardship waiver, if required to relocate out of the area due to their spouse's change in employment, or some form of permanent health disability.

Article XIV - Miscellaneous Provisions

- A. Separability

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



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B. Saving Cause

Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this agreement shall continue to be so applicable during the terms of this agreement.

C. Fully Bargained Clause

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

D. The Association agrees that during the term of this agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass absenteeism, picketing or any other similar actions which would involve suspension or interference with the normal work of the Board.

E. Professional Behavior

No material derogatory to a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with the contents. However, an incident which has not been reduced to writing within thirty (30) days of discovery of the occurrence, exclusive of the summer vacation period, may not be added to the file. Every teacher, upon his/her written request and within a five (5) day period, shall have the right to inspect and/or copy all material contained in his/her personal folder, except confidential pre-employment materials and/or official transcripts.

Article XV - Curriculum

A. The Board shall provide release time for in-service programs at the discretion of the Chief School Administrator with the approval of the Board.



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B. Reimbursement of Curriculum Development

The Chief School Administrator, with Board approval, may request a teacher(s) to develop curriculum. In such cases, the Board shall remunerate that person(s) at the rate of \$35.00 per hour.

The Chief School Administrator shall certify to the Board the fulfillment of the obligation by the teacher(s).

C. Remuneration of Curriculum Related Activities

The Chief School Administrator, with Board approval, may request a teacher(s) to perform curriculum related activities during out-of-school periods. In such cases, the Board shall remunerate that person(s) at the rate of \$35.00 per hour.

The Chief School Administrator shall certify to the Board the fulfillment of the obligation by the teacher(s).

Article XVI - Management Rights Clause

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:

- A. To direct employees of the school district;
- B. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees in accordance with the provisions of this agreement and statute;
- C. To relieve employees from duty because of lack of work or for other legitimate reasons;
- D. To maintain efficiency of the school district operations entrusted to them;
- E. To determine the method, means and personnel by which such operations are to be conducted;
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

Article XVII - Association Business

The Association president, or a designee, shall be allowed a total of one (1) day absence, with pay, per school year, to conduct Association business and/or attend professional conventions other than the N.J.E.A. Convention. Prior notification shall be given to the administrator.



Al Pierro, Board President



LAD Laura DiRenzo, Association President

Article XVIII - Teacher Assignments

- A. All teachers shall be given written notice of their employment status for the forthcoming school year no later than May 15th.
- B. The administrator shall notify, in writing, the Association president and post in the faculty room, all known vacancies, immediately following action taken by the Board.
- C. Teachers who desire a change in grade and/or subject area may file a written statement of such desire with the administrator. Such statements shall include the grade and/or subject to which the teacher desires to be placed, in order of preference. Such requests for change in teacher assignment for the following year shall be submitted no later than March 31st.
- D. The Board guarantees to provide one preparatory period per day, averaged over a one week period (5 preps per week). A preparatory period is defined as a period of time that would normally be used as instructional time during the instructional part of the day.

Article XIX - Teacher Work Year

- A. The in-school work year for teachers employed on a ten (10) month basis shall be one hundred eighty-six (186) days, including (181) student days, other than for new personnel who may be required to attend orientation days.
- B. The in-school work year shall include days when pupils are in attendance, orientation days for staff, and any other days on which teacher attendance is required by the Board of Education.
- C. The work day prior to a vacation period shall be a 1:00 p.m. dismissal time. This clause is applicable to the following holiday periods:

Thanksgiving
Winter Recess
Last day of pupil attendance for the school year

Article XX - Teacher Work Hours

- A. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.
- B. Teachers shall be required to report for duty by 8:10 a.m. They shall be permitted to leave at 3:10 p.m. with the exception of days when there are faculty meetings which are limited to two (2) per month with a one hour time limit, Back to-School Night, field trips, parent-teacher conferences, activities requiring supervision of his/her students in relation to an



Al Pierro, Board President



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extension of a classroom activity and/or other professional activities which are agreed to by the administration and teachers. Teachers may leave at 3:05 p.m. on Fridays.

- C. Teachers may leave the building during their lunch period, provided they notify the office, however teachers may not leave the building during their preparation period, unless expressly approved by the Chief School Administrator or his/her administrative designee.
- D. Parent-Teacher Conferences shall be one (1) school day, starting at 12:00 noon and ending at 8:00 p.m. During that time frame teachers will be expected to schedule conferences for no more than the normal school working day, which is 7 hours including a 30-minute lunch. On half-day conferences, school will be dismissed at 1:00 p.m. Conferences are to be scheduled in the evening from 5:00 p.m. to 8:00 p.m. inclusive.

Article XXI – Representation Fee

A. Purpose of Fee

If any employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

By September 1st of each year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The representation fee to be paid by the non-members will be determined by the Association in accordance with the law.

C. Deduction and Transmission of the Fee

a. Notification

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees who are not paying members of the Association. On or about December 1st of each year, the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C(a) the full amount of the yearly representation fee in equal installments beginning with the first payroll in January.



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c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board prior to the conclusion of the school year, the Board will deduct the portion of the fee that is due up to the last day of employment.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

e. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received such notice.

f. New Employees, Departing Employees and Changes in Status

Within 30 days of a new hire, the Board will notify the Association of this change in the bargaining unit. The Board will provide to the Association the employee's name, social security number, job title, date of employment, and place of assignment. The Board will also notify the Association of any changes in the status of any employee regarding, transfer, leave of absence, return from leave, retirement, resignation, separation from employment and death.



Al Pierro, Board President



Laura DiRenzo, Association President

Salary Guide 2008-2009

Step	BA	BA +15	BA +30	MA	MA +15	MA +30
A	40,810	41,560	42,385	43,285	44,185	45,085
B - C	41,460	42,210	43,035	43,935	44,835	45,735
D - E	42,460	43,210	44,035	44,935	45,835	46,735
F	43,710	44,460	45,285	46,185	47,085	47,985
G	44,710	45,460	46,285	47,185	48,085	48,985
H	46,035	46,785	47,610	48,510	49,410	50,310
I	47,835	48,585	49,410	50,310	51,210	52,110
J	49,735	50,485	51,310	52,210	53,110	54,010
K	51,735	52,485	53,310	54,210	55,110	56,010
L	53,735	54,485	55,310	56,210	57,110	58,010
M	55,735	56,485	57,310	58,210	59,110	60,010
N	57,735	58,485	59,310	60,210	61,110	62,010
O	60,035	60,785	61,610	62,510	63,410	64,310
P	62,363	63,113	63,938	64,838	65,738	66,638
Q	64,363	65,113	65,938	66,838	67,738	68,638

See Memorandum for "Off Guide" salary rates.



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Salary Guide 2009-2010

Step	BA	BA +15	BA +30	MA	MA +15	MA +30
A	41,792	42,542	43,367	44,267	45,167	46,067
B	42,442	43,192	44,017	44,917	45,817	46,717
C - D	43,442	44,192	45,017	45,917	46,817	47,717
E - F	44,692	45,442	46,267	47,167	48,067	48,967
G	45,692	46,442	47,267	48,167	49,067	49,967
H	47,017	47,767	48,592	49,492	50,392	51,292
I	48,817	49,567	50,392	51,292	52,192	53,092
J	50,717	51,467	52,292	53,192	54,092	54,992
K	52,717	53,467	54,292	55,192	56,092	56,992
L	54,717	55,467	56,292	57,192	58,092	58,992
M	56,717	57,467	58,292	59,192	60,092	60,992
N	58,717	59,467	60,292	61,192	62,092	62,992
O	61,017	61,767	62,592	63,492	64,392	65,292
P	63,345	64,095	64,920	65,820	66,720	67,620
Q	65,345	66,095	66,920	67,820	68,720	69,620

See Memorandum for "Off Guide" salary rates.



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Salary Guide 2010-2011

Step	BA	BA +15	BA +30	MA	MA +15	MA +30
A	42,740	43,490	44,315	45,215	46,115	47,015
B	43,390	44,140	44,965	45,865	46,765	47,665
C	44,390	45,140	45,965	46,865	47,765	48,665
D - E	45,640	46,390	47,215	48,115	49,015	49,915
F - G	46,640	47,390	48,215	49,115	50,015	50,915
H	47,965	48,715	49,540	50,440	51,340	52,240
I	49,765	50,515	51,340	52,240	53,140	54,040
J	51,665	52,415	53,240	54,140	55,040	55,940
K	53,665	54,415	55,240	56,140	57,040	57,940
L	55,665	56,415	57,240	58,140	59,040	59,940
M	57,665	58,415	59,240	60,140	61,040	61,940
N	59,665	60,415	61,240	62,140	63,040	63,940
O	61,965	62,715	63,540	64,440	65,340	66,240
P	64,293	65,043	65,868	66,768	67,668	68,568
Q	66,293	67,043	67,868	68,768	69,668	70,568

See Memorandum for "Off Guide" salary rates.



Al Pierro, Board President



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Memorandum

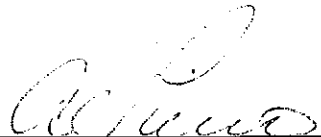

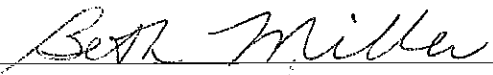
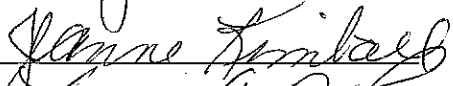
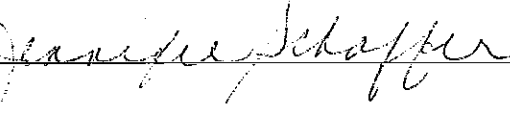
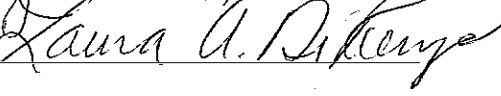
To: **Oxford Education Association**
From: **Oxford Board of Education**
Re: **Sidebar Monies**
Date: **January 08, 2009**

This sidebar letter is issues pursuant to the parties' Memorandum of Agreement dated **November 05, 2008** and is to memorialize more fully an agreement between parties. It is specifically acknowledged that this agreement is not part of the 2008 – 2011 Collective Bargaining Agreement.

- It is understood and agreed that effective 2008-09 , (year 1 of the agreement) the teacher on step "OG" and continuously employed by the Oxford Township School District and hired prior to September 15, 1990 will receive \$750.00 more than the salary stated on step "Q". Teachers on step "OG" and continuously employed by the Oxford Township School District and hired after September 15, 1990 will receive \$500.00 more than the salary stated on step "Q".
- For the 2009-10 (year 2 of the agreement) the teachers on step "OG" and continuously employed by the Oxford Township School District and hired prior to September 15, 1990 will receive \$1,000.00 more than the salary stated on step "Q". Teacher on step "OG" and continuously employed by the Oxford Township School District and hired after September 15, 1990 will receive \$800.00 more than the salary stated on step "Q".
- For the 2010-11 (year 3 of the agreement) the teachers on step "OG" and continuously employed by the Oxford Township School District and hired prior to September 15, 1990 will receive \$1,000.00 more than the salary stated on step "Q". Teacher on step "OG" and continuously employed by the Oxford Township School District and hired after September 15, 1990 will receive \$800.00 more than the salary stated on step "Q".

This sidebar will automatically and with no notice to the individual teacher, become null and void and sunset on June 30, 2011 and these monies will cease immediately and not continue into the 2011-2012 school year or become part of the future salary calculations.

This shall occur whether or not a successor agreement for 2011-2012 and beyond has been reached by all parties.

X <u></u>	X <u></u>
X <u></u>	X <u></u>
X <u></u>	X <u></u>

* denotes "Off-Guide"

Duration of Agreement

All terms and conditions heretofore mentioned in this Agreement shall commence July 1, 2008, and expire as of June 30, 2011.

In Witness Whereof, the parties hereto have Hereunto set their hand and seals.

Oxford Township Board of Education

By: *Al Pierro*
President

Attest:

Robin
Board Secretary

Oxford Education Association, Inc.

By: *Laura A. DiRenzo*
President

Attest:

Mildred C. Hakim
Association Secretary

Al

Al Pierro, Board President

LAD

Laura DiRenzo, Association President